

DONALD BURNETT ET AL.

IBLA 72-338

Decided March 5, 1973

Appeal from a decision of the Alaska State Office, Bureau of Land Management, rejecting oil and gas lease offers AA-3483, AA-3487, AA-3488.

Affirmed.

Applications and Entries: Generally -- Oil and Gas Leases: Applications: Generally  
-- Oil and Gas Leases: Applications: Amendments -- Oil and Gas Leases: First  
Qualified Applicant -- Withdrawals and Reservations: Effect of

Oil and gas offers are properly rejected when one of the offerors cannot be identified from the face of the offer form because his name is represented only by an illegible signature, and at the time curative material is filed to remedy the defect, the lands have been withdrawn.

APPEARANCES: William V. Bogess, Esq., Fairbanks, Alaska, for the appellants.

OPINION BY MRS. THOMPSON

Donald Burnett and Clifford C. Burglin have appealed from a decision of the Alaska State Office, Bureau of Land Management, dated February 25, 1972, which held that oil and gas lease offers AA-3483, AA-3487, AA-3488, as originally filed on September 27, 1968, were fatally defective for the reason the signature of one of the co-offerors was illegible and his identity, otherwise, was not revealed, rendering the offer incomplete. The decision also rejected amended offers filed April 30, 1969, identifying both offerors, as the lands had been withdrawn by Public Land Order 4582, dated January 17, 1969. 1/

---

1/ The record shows that the lands were withdrawn by P.L. 92-203 (The Alaska Native Claims Settlement Act, 85 Stat. 688), effective December 18, 1971, which would coincide with the termination of Public Land Order 4582, as amended.

The only issue raised by appellants concerns whether the original offers were defective because the signature of one of the co-offerors, Mr. Burglin, was not legible. They contend, *inter alia*, that his identity could readily have been ascertained by contacting Mr. Burnett, whose name and address were typewritten on the offer. We agree with previous rulings of this Board involving the same question and appellant Burglin, namely, that an offer is defective when filed where one of the offerors cannot be identified from the face of the offer form because his name is represented only by an illegible signature. R. C. Bailey, et al., 7 IBLA 266 (1972); Helen S. Bailey, et al., 8 IBLA 145 (1972); M. R. Carpenter, et al., 9 IBLA 380 (1973); William D. Sexton, et al., 9 IBLA 316 (1973). *See also* to the same effect, James D. Johnson, et al., 8 IBLA 348 (1972).

Although defective oil and gas lease offers filed "over-the-counter" may have priority of filing as of the date the defect is cured by supplemental information or an amendment to the offer, when the land is withdrawn at the time of the attempted curative action, the offer must be rejected as the land is then not available for leasing. James D. Johnson, et al., *supra*; M. R. Carpenter, et al., *supra*; William D. Sexton, et al., *supra*. As the lands were withdrawn when the amended offers were filed, the offers were properly rejected. *Id.*

Accordingly, pursuant to the authority delegated to the Board of Land Appeals by the Secretary of the Interior, 43 CFR 4.1, the decision appealed from is affirmed.

Joan B. Thompson, Member

We concur:

Edward W. Stuebing, Member

Anne Poindexter Lewis, Member.

